

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

## I. (a) PLAINTIFFS

Noujoud Achkar and  
Joseph Achkar

(b) County of Residence of First Listed Plaintiff Lehigh  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Richard J. Orloski, The Orloski Law Firm  
111 N. Cedar Crest Blvd  
Allentown, PA 18104 (610) 433-2363

## DEFENDANTS

Wisconsin Cheese Group LLC d/b/a La Morenita Brand  
and  
Walmart, Inc.

County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff  
☐ 2 U.S. Government Defendant  
☐ 3 Federal Question (U.S. Government Not a Party)  
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |                                         |                                       |                            |                                                               |                            |                                       |
|-----------------------------------------|---------------------------------------|----------------------------|---------------------------------------------------------------|----------------------------|---------------------------------------|
|                                         | PTF                                   | DEF                        |                                                               | PTF                        | DEF                                   |
| Citizen of This State                   | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4            |
| Citizen of Another State                | <input type="checkbox"/> 2            | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3 | Foreign Nation                                                | <input type="checkbox"/> 6 | <input type="checkbox"/> 6            |

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input checked="" type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

## V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding  
☐ 2 Removed from State Court  
☐ 3 Remanded from Appellate Court  
☐ 4 Reinstated or Reopened  
☐ 5 Transferred from Another District (specify)  
☐ 6 Multidistrict Litigation - Transfer  
☐ 8 Multidistrict Litigation - Direct File

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. § 1332

Brief description of cause:

## VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☐ No

## VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**DESIGNATION FORM**

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: 1540 N. 27th Street, Allentown, PA 18104

Address of Defendant: 105 3rd Street, Monroe, WI 53566  
702 SW 8th Street, Bentonville, AR 72716

Place of Accident, Incident or Transaction: Allentown, PA

**RELATED CASE, IF ANY:**

Case Number: \_\_\_\_\_ Judge: \_\_\_\_\_ Date Terminated: \_\_\_\_\_

Civil cases are deemed related when **Yes** is answered to any of the following questions:

- |                                                                                                                                                                                        |                              |                             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-----------------------------|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?                                        | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?            | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?                                                | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

I certify that, to my knowledge, the within case ☐ is / ☒ is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 7/9/18 [Signature] 09857  
Attorney-at-Law / Pro Se Plaintiff Attorney I.D. # (if applicable)

**CIVIL: (Place a ✓ in one category only)**

**A. Federal Question Cases:**

- ☐ 1. Indemnity Contract, Marine Contract, and All Other Contracts
- ☐ 2. FELA
- ☐ 3. Jones Act-Personal Injury
- ☐ 4. Antitrust
- ☐ 5. Patent
- ☐ 6. Labor-Management Relations
- ☐ 7. Civil Rights
- ☐ 8. Habeas Corpus
- ☐ 9. Securities Act(s) Cases
- ☐ 10. Social Security Review Cases
- ☐ 11. All other Federal Question Cases  
(Please specify): \_\_\_\_\_

**B. Diversity Jurisdiction Cases:**

- ☐ 1. Insurance Contract and Other Contracts
- ☐ 2. Airplane Personal Injury
- ☐ 3. Assault, Defamation
- ☐ 4. Marine Personal Injury
- ☐ 5. Motor Vehicle Personal Injury
- ☒ 6. Other Personal Injury (Please specify): \_\_\_\_\_
- ☐ 7. Products Liability
- ☐ 8. Products Liability - Asbestos
- ☐ 9. All other Diversity Cases  
(Please specify): \_\_\_\_\_

**ARBITRATION CERTIFICATION**

(The effect of this certification is to remove the case from eligibility for arbitration.)

I, \_\_\_\_\_, counsel of record or pro se plaintiff, do hereby certify:

- ☐ Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:
- ☐ Relief other than monetary damages is sought.

DATE: \_\_\_\_\_ [Signature] \_\_\_\_\_  
Attorney-at-Law / Pro Se Plaintiff Attorney I.D. # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.



**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**CASE MANAGEMENT TRACK DESIGNATION FORM**

Noujoud Achkar and  
Joseph Achkar, w/h  
v.

CIVIL ACTION

Wisconsin Cheese Group, LLC d/b/a  
La Morenita Brand and Walmart, Inc.

NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

**SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:**

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ( )
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ( )
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ( )
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ( )
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ( )
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (✓)

Date

July 30, 2018

Attorney-at-law

Richard J. Orloski

Attorney for

Plaintiffs

(610) 433-2363

Telephone

(610) 433-4785

FAX Number

orloski.law@gmail.com

E-Mail Address



Wisconsin 53566 and 702 SW 8<sup>th</sup> Street, Bentonville, Arkansas 72716, and the matter in controversy, exclusive of interests and costs, is greater than \$75,000.00.

### **FACTS**

5. On about May 1, 2017, Plaintiff, Noujoud Achkar, went to a retail store located in Whitehall, Lehigh County, Pennsylvania, owned and operated by Defendant, Walmart, Inc., where she purchased a cheese product produced and distributed by Defendant, Wisconsin Cheese Group, LLC d/b/a La Morenita Brand.

6. On or about May 1, 2017, Plaintiff, Noujoud Achkar, purchased a cheese product called La Morenita Queso Fresco and a copy of the actual package is attached hereto as Exhibit A.

7. On or about May 1, 2017, Plaintiff, Noujoud Achkar, consumed the product on the same day she bought it and after spending a restless night, Plaintiff, Noujoud Achkar, became deathly ill and was taken to Lehigh Valley Hospital in Allentown, Pennsylvania. During the course of the hospitalization, the hospital referred the matter to Pennsylvania Department of Health.

8. After the referral, the Pennsylvania Department of Health came to Plaintiffs' residence and confiscated all the food products in the refrigerator for testing.

9. After testing the complete inventory of the products of the household, the Pennsylvania Department of Health determined that the cheese product ingested by Plaintiff, Noujoud Achkar, and manufactured by Defendant, Wisconsin Cheese Group, LLC d/b/a La Morenita Brand, was ingested with listeria. A copy of the lab report is attached hereto as Exhibit B, but the original documents are supposed to be in possession



of Dr. James Lute who was at a lab used by Pennsylvania Department of Health at 111 Pickering Way, Exton, Pennsylvania.

10. Upon information and belief, the original packaging and samples are still located at the laboratory.

11. Upon information and belief, the hospital or the Pennsylvania Department of Health did a microscopic comparison concerning the listeria found in Plaintiff, Noujoud Achkar's, body and the listeria found in the cheese same and concluded that it is exactly similar.

12. As a result of the ingestion of the cheese product, Plaintiff, Noujoud Achkar, became deathly ill and was hospitalized at Lehigh Valley Hospital from May 2, 2017 through May 15, 2017.

**COUNT ONE**  
**PRODUCT LIABILITY – STRICT LIABILITY**  
**(Plaintiff Noujoud Achkar v. Defendant Wisconsin Cheese Group, LLC d/b/a La Morenita Brand)**

13. The allegations of Paragraphs 1 through 12 inclusive are incorporated herein as if fully set forth at length.

14. Defendant, Wisconsin Cheese Group, LLC d/b/a La Morenita Brand, is a producer and supplier of La Morenita Brand Queso Fresco.

15. The product sold by the Defendant, Wisconsin Cheese Group, LLC d/b/a La Morenita Brand, is expected to reach and does reach the user or consumer without substantial change in the condition in which it is sold.

16. Defendant, Wisconsin Cheese Group, LLC d/b/a La Morenita Brand, did create, design, manufacture, distribute and sell the cheese product using Defendant, Walmart, Inc.

17. The product was in a defective condition in that it contained listeria bacteria.

18. The product was unreasonably dangerous to the user/consumers, such as Plaintiff, Noujoud Achkar.

19. As a direct and proximate result of Defendant's aforesaid action, Plaintiff, Noujoud Achkar, was injured for which she seeks compensation, including fear of death.

20. As a direct and proximate result of Defendant's activities, Plaintiff, Noujoud Achkar, has and will continue to suffer severe permanent and physical and mental pain, anguish, anxiety, and distress, for which damages are claimed.

21. Plaintiff, Noujoud Achkar, will require additional medical attention including counseling and continued oversight of her medical problems.

22. Plaintiff's injuries are permanent and will prevent Plaintiff, Noujoud Achkar, from enjoying life's pleasures, associations, and companionship, for which damages are claimed.

23. Upon information and belief, the Pennsylvania Department of Welfare has expended in excess of \$100,000.00 for Medicare and medical welfare of Plaintiff, Noujoud Achkar, and is entitled to reimbursement for all such expenses.

24. Defendant's actions were willful, wanton, deliberate, intentional and outrageous entitling Plaintiff, Noujoud Achkar, to punitive damages, which are hereby claimed.

WHEREFORE, Plaintiffs, Noujoud Achkar and Joseph Achkar, demand that judgment be entered against Defendants, Wisconsin Cheese Group, LLC, d/b/a La Morenita Brand and Walmart, Inc., and in their favor in an amount in excess of the compulsory arbitration jurisdiction limits, together with interest, costs of suit, and delay damages as allowed by law.

**COUNT TWO**  
**BREACH OF EXPRESS OR IMPLIED WARRANTY**  
**(Plaintiffs v. Defendant Wisconsin Cheese Group, LLC d/b/a La Morenita Brand)**

25. The allegations of Paragraphs 1 through 24 inclusive are incorporated herein as if fully set forth at length.

26. All of the aforementioned losses, damages, and injuries sustained by the Plaintiff, Noujoud Achkar, directly and proximately resulted from the breach of express warranties and/or implied warranties of merchantability and/or fitness for a particular purpose in the following particulars:

- a. Defendant did not have the product adequately refrigerated prior to selling it to Plaintiff, Noujoud Achkar;
- b. The product was not of fair, average quality in the trade in which Defendant dealt;
- c. The product was not fit for the ordinary purpose for which the product is customarily used and not adequate for consumption;



d. Defendant knew, or should have known, that the product was dangerous if not adequately refrigerated and likely to cause damage to users;

e. The product was not of merchantable quality and was not in conformity, insofar as safety is concerned, with products used in a normal course of business;

f. That the product was not properly and adequately inspected by the Defendant in order to provide a safe product;

g. Defendant did not provide, establish, or follow proper and adequate quality control methods in the manufacture and storage of the product so as to provide a safe product;

h. Defendant knew, or should have known, that Plaintiff, Noujoud Achkar, was relying upon the expertise of the Defendant in manufacturing, and/or supplying the product;

i. In expressly or impliedly warranting that the product was properly and adequately tested, inspected and stored when the same was not accurate;

j. in expressly or impliedly warranting that the product was safe for use and ingestion of the food product;

k. In expressly or impliedly misrepresenting that the product was safe and edible; and

l. In expressly or impliedly warranting that the product was safe for use in compliance with the safety standards of the industry and of the federal government and the state, county, and city governments insofar as said safety standards govern the manufacture of said products.

27. As a direct and proximate result of Defendant, Wisconsin Cheese Group, LLC d/b/a La Morenita Brand, breach of these express and/or implied warranties, Plaintiff, Noujoud Achkar, has suffered the injuries and damages as set forth above and incorporated herein.

28. Defendant's actions were willful, wanton, deliberate, intentional and outrageous entitling Plaintiff, Noujoud Achkar, to punitive damages, which are hereby claimed.

WHEREFORE, Plaintiffs, Noujoud Achkar and Joseph Achkar, demand that judgment be entered against Defendants, Wisconsin Cheese Group, LLC, d/b/a La Morenita Brand and Walmart, Inc., and in their favor in an amount in excess of the compulsory arbitration jurisdiction limits, together with interest, costs of suit, and delay damages as allowed by law.

**COUNT THREE**  
**PRODUCT LIABILITY – STRICT LIABILITY**  
**(Plaintiff Noujoud Achkar v. Defendant Walmart, Inc.)**

29. The allegations of Paragraphs 1 through 28 inclusive are incorporated herein as if fully set forth at length.

30. Defendant, Walmart, Inc., is a supplier of food products to retail customers including the cheese product from Defendant, Wisconsin Cheese Group, LLC, d/b/a La Morenita Brand.

31. The product sold by Defendant, Walmart, Inc., is expected to reach and does reach the user or consumer without substantial change in the condition in which it is sold.

32. Defendant, Walmart, Inc., did design and control the distribution process from obtaining the product from the supplier and sold it to the consumers.

33. The product was in a defective condition at the time it was sold to Plaintiff, Noujoud Achkar.

34. The product was unreasonably dangerous to the user/consumer, Plaintiff, Noujoud Achkar.

35. As a direct and proximate result of Defendant's aforesaid action, Plaintiff, Noujoud Achkar, was injured for which she seeks compensation, including fear of death.

36. As a direct and proximate result of Defendant's activities, Plaintiff, Noujoud Achkar, has and will continue to suffer severe permanent and physical and mental pain, anguish, anxiety, and distress, for which damages are claimed.

37. Plaintiff, Noujoud Achkar, will require additional medical attention including counseling and continued oversight of her medical problems.

38. Plaintiff, Noujoud Achkar's, injuries are permanent and will prevent Plaintiff, Noujoud Achkar, from enjoying life's pleasures, associations, and companionship, for which damages are claimed.

39. Upon information and belief, the Pennsylvania Department of Welfare has expended in excess of \$100,000.00 for Medicare and medical welfare of Plaintiff, Noujoud Achkar, and is entitled to reimbursement for all such expenses.

40. Defendant's actions were willful, wanton, deliberate, intentional and outrageous entitling Plaintiff, Noujoud Achkar, to punitive damages, which are hereby claimed.



WHEREFORE, Plaintiffs, Noujoud Achkar and Joseph Achkar, demand that judgment be entered against Defendants, Wisconsin Cheese Group, LLC, d/b/a La Morenita Brand and Walmart, Inc., and in their favor in an amount in excess of the compulsory arbitration jurisdiction limits, together with interest, costs of suit, and delay damages as allowed by law.

**COUNT FOUR**  
**BREACH OF EXPRESS OR IMPLIED WARRANTY**  
**(Plaintiff v. Defendants The Procter & Gamble Manufacturing Company and Procter & Gamble Distributing LLC)**

41. The allegations of Paragraphs 1 through 40 inclusive are incorporated herein as if fully set forth at length.

42. All of the aforementioned losses, damages, and injuries sustained by the Plaintiff, Noujoud Achkar, directly and proximately resulted from the breach of express warranties and/or implied warranties of merchantability and/or fitness for a particular purpose in the following particulars:

- a. Defendant did not have the product adequately refrigerated prior to sale or prior to its use;
- b. The product was not of fair, average quality in the trade in which Defendant dealt;
- c. The product was not fit for the ordinary purpose for which the product is customarily used, namely, consumption of the food product;
- d. Defendant knew, or should have known, that the product was dangerous and likely to cause damage to users if not properly refrigerated;

e. The product was not of merchantable quality and was not in conformity, insofar as safety is concerned, with products used in a normal course of business;

f. That the product was not properly and adequately inspected by the Defendant in order to provide a safe product and the lack of proper refrigeration was not discovered prior to the sale;

g. Defendant did not provide, establish, or follow proper and adequate quality control methods in the refrigeration of the product so as to provide a safe product;

h. Defendant knew, or should have known, that Plaintiff was relying upon the expertise of the Defendant in selling cheese products;

i. In expressly or impliedly warranting that the product was properly and adequately tested, refrigerated and inspected when the same was not accurate;

j. in expressly or impliedly warranting that the product was safe for use at the time it was sold;

k. In expressly or impliedly misrepresenting that the product was safe for use at the time it was sold; and

l. In expressly or impliedly warranting that the product was safe for use in compliance with the safety standards of the industry and of the federal government and the state, county, and city governments insofar as said safety standards govern the manufacture of said products.

43. As a direct and proximate result of Defendant, Walmart, Inc.'s, breach of these express and/or implied warranties, Plaintiff, Noujoud Achkar, has suffered the injuries and damages as set forth above and incorporated herein.

44. Defendant's actions were willful, wanton, deliberate, intentional and outrageous entitling Plaintiff, Noujoud Achkar, to punitive damages, which are hereby claimed.

WHEREFORE, Plaintiffs, Noujoud Achkar and Joseph Achkar, demand that judgment be entered against Defendants, Wisconsin Cheese Group, LLC, d/b/a La Morenita Brand and Walmart, Inc., and in their favor in an amount in excess of the compulsory arbitration jurisdiction limits, together with interest, costs of suit, and delay damages as allowed by law.

**COUNT FIVE**  
**LOSS OF CONSORTIUM**  
**(Plaintiff Joseph Achkar v. Defendants The Procter & Gamble Manufacturing Company and Walmart, Inc.)**

45. The allegations of Paragraphs 1 through 44 inclusive are incorporated herein as if fully set forth at length.

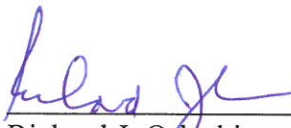
46. At all times herein relevant, Plaintiff, Joseph Achkar, was the lawful husband of Plaintiff, Noujoud Achkar.

47. As a direct and proximate result of the injuries to his wife, Plaintiff, Joseph Achkar, was deprived of the comfort, services, society, and consortium of his wife, for which damages are claimed.



WHEREFORE, Plaintiffs, Noujoud Achkar and Joseph Achkar, demand that judgment be entered against Defendants, Wisconsin Cheese Group, LLC, d/b/a La Morenita Brand and Walmart, Inc., and in their favor in an amount in excess of the compulsory arbitration jurisdiction limits, together with interest, costs of suit, and delay damages as allowed by law.

**ORLOSKI LAW FIRM**



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Richard J. Orloski  
Attorney for Plaintiff  
Attorney ID No.: 09857  
111 N. Cedar Crest Blvd.  
Allentown, PA 18104  
610-433-2363

# EXHIBIT A





# **EXHIBIT B**



**pennsylvania**  
DEPARTMENT OF HEALTH

**Bureau of Laboratories**

110 Pickering Way  
Exton, PA 19341-1310  
Phone: (610) 280-3464  
Fax: (610) 450-1932  
CLIA #: 39D0709453



Report Status: Preliminary

Report Date: 5/19/2017

**Submitter**

PA Dept of Health, Lehigh County SHC  
Attention: Lehigh County SHC  
3730 Lehigh Street Suite 206  
Whitehall, PA 18052-3403

Phone: (610) 821-6770  
Fax: (610) 821-6564

**Patient Information**

Last Name: Achkar Birth Date: 12/09/1940 Address: 1540 N. 27th Street  
First Name: Noujoud Age: 76 Years City: Allentown  
Middle Name: I Sex: Female County: Lehigh  
State: PA  
ZIP: 18104

**Specimen Information**

Accession #: M17008596 Source: Food  
Internal #: Description:  
External #: Cheese #2 *Queso Fresco* Collection Date: 05/08/2017 Time:  
Event #: FI17-103 Receipt Date: 05/10/2017  
Agent Suspected: Listeria Test Condition: Field Investigations-Non-Human  
FI#: FI17-103

**Test Results**

Test	Method	Result
Listeria VIDAS	VIDAS	Positive
Tested by: Jared Seiders	Test Date: 05/19/2017	Released by: Brigitte Husband
		Release Date: 05/19/2017
Test	Method	Result
Conclusion - Field Investigations	Culture	Listeria monocytogenes isolated
Tested by: Kerry Pollard	Test Date: 05/19/2017	Released by: Brigitte Husband
		Release Date: 05/19/2017